

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35DBE
Rev. 06/11/02

PROJECT CODE NO : 03-0124

DBE Firm/Subcontract # : 1

TO : Rick Stansel

Executive Director Division of Contract Procurement

FROM : Mountain Enterprises, Inc.

Prime Contractor

SUBJECT : Carter

County

IM 64-7 (44) 149, FD52 022 0064 148-155

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

Meniffee Milling Company, Inc.

of Clay City, Kentucky

DBE Employer Identification Numbers:

Federal 61-1033442 KY 55087

The amount to be subcontracted by this request is
(original contract) or a subcontract amount of

DBE \$927,162.43 or 5.76% Contract \$927,162.43 or 5.76% of the
\$ 16,090,410.41 \$16,090,410.41

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract %

None

Totals based on original contract Amounts

\$927,162.43

5.76%

\$927,162.43

5.76%

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number 3MG-813-395-00

with

Kemper Insurance Company

which expires on

March 5, 2004

Name of Insurance Company

Date

Richard L. Craycraft, V.P.
Prime Contractor's Signature
Richard L. Craycraft, Vice President

April 9, 2003

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

Reviewed & approved:
Approved
P8
4/9/03

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

TC 63-35 DBE
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Page 3 of 3

Project Code Number (PCN): 03-0124

DBE Firm Menifee Milling Company, Inc.

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Estimate Sub Section Seq. #	Proposal Item No.	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
A001	11	Perforated Pipe - 4 Inch	L. F.	95,574	5.10	487,427.40	95,574 ✓	5.10 ✓	487,427.40 ✓
A002	12	Perforated Pipe - 6 Inch	L. F.	22,240	6.10	135,664.00	22,240 ✓	6.10 ✓	135,664.00 ✓
A003	13	Non-Perforated Pipe - 4 Inch	L. F.	4,326	8.15	35,252.83	4,326 ✓	8.15 ✓	35,252.83 ✓
A004	14	Perforated Pipe - 6 Inch	L. F.	824	10.25	8,446.00	824 ✓	10.25 ✓	8,446.00 ✓
A005	15	Perf. Pipe Headwall Type 1 - 4 Inch	Each	56	475.00	26,600.00	56 ✓	475.00 ✓	26,600.00 ✓
A006	16	Perf. Pipe Headwall Type 1 - 6 Inch	Each	12	475.00	5,700.00	12 ✓	475.00 ✓	5,700.00 ✓
A007	17	Perf. Pipe Headwall Type 3 - 4 Inch	Each	14	475.00	6,650.00	14 ✓	475.00 ✓	6,650.00 ✓
A008	18	Perf. Pipe Headwall Type 3 - 6 Inch	Each	2	475.00	950.00	2 ✓	475.00 ✓	950.00 ✓
A009	19	Perf. Pipe Headwall Type 4 - 4 Inch	Each	94	475.00	44,650.00	94 ✓	475.00 ✓	44,650.00 ✓
A053	63	Inspect & Certify Edge Drain System	L. S.	1	25,000.00	25,000.00	1 ✓	25,000.00 ✓	25,000.00 ✓
A083	93	Crushed Aggregate Size No. 2	Ton	178	75.00	13,350.00	178 ✓	75.00 ✓	13,350.00 ✓
A012	112	Roadway Excavation	C. Y.	6,900	17.83	123,027.00	6,900 ✓	17.83 ✓	123,027.00 ✓
K017	128	Perforated Pipe - 4 Inch	L. F.	500	6.30	3,150.00	500 ✓	6.30 ✓	3,150.00 ✓
K018	129	Non-Perforated Pipe - 4 Inch	L. F.	24	12.30	295.20	24 ✓	12.30 ✓	295.20 ✓
K020	131	Perf. Pipe Headwall Type 2 - 4 Inch	Each	2	500.00	1,000.00	2 ✓	500.00 ✓	1,000.00 ✓
O001	144	Mobilization	L. S.	1	10,000.00	10,000.00	1 ✓	10,000.00 ✓	10,000.00 ✓

**partial*

Comments:

Page Total \$927,162.43

\$927,162.43

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION**

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that Meniffee Milling Company, Inc. of Clay City, Kentucky,
(Subcontracting Company) (City, State)

has a copy of the bid proposal in the Bid Letting: March 28, 2003.

for PCN: 03-0124 Carter IM 64-7 (44) 149, FD52 022 0064 148-155
(Project Code No.) (County) (Project Number)

and will abide by the conditions set forth in said Bid Proposal.

Emmett R. Meniffee /s/ 04 07-03
(Representative) (Date)

Meniffee Milling Company, Inc.
(Subcontracting Company)

Hereby recognized as an official representative of this Company, with full authority
to sign, I understand and am fully aware of the conditions set forth and herein by this
statement.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

CSR LF

MENIE-1

DATE (MM/DD/YY)

03/31/03

PRODUCER

Mann Sutton and McGee, Ltd.
1353 Leestown Road
Lexington KY 40508
Phone: 859-225-3661 Fax: 859-225-8351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Menifee Milling Company, Inc.
c/o Brister Accounting Service
101 Cody Lane
Clay City, KY 40312

INSURER A: KEMPER INSURANCE COMPANY

INSURER B: KY. ASSOC. GENERAL CONTRACTORS

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	3MG-813-395-00	03/05/03	03/05/04	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 500,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	3MA-813-395-00	03/05/03	03/05/04	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
A	EXCESS LIABILITY	3ZA000411-00	03/05/03	03/05/04	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	831	01/01/03	12/31/03	WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$ \$3,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ \$3,000,000
					E.L. DISEASE - POLICY LIMIT	\$ \$3,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CARTER COUNTY PROJECT : IM64-7{44} 149 FD52 022 0064 148-155

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

MOUNT-1

Mountain Enterprises, Inc.
Richard Craycraft
P. O. Box 13070
Lexington KY 40583

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 14 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ben J. Mann

Laura M. Farley 3-31-03
©ACORD CORPORATION 1988

ACORD 25-S (7/97)

APR 01 2003

MOUNTAIN ENTERPRISES, INC.

AGREEMENT

THIS AGREEMENT made this the 7th day of April, 2003 by and between **MENIFEE MILLING COMPANY, INC.** of Clay City, Kentucky hereinafter called the Subcontractor, and **MOUNTAIN ENTERPRISES, INC.** of Lexington, Kentucky hereinafter called the Contractor.

WITNESSETH: That the Subcontractor and the Contractor for the consideration hereafter named, agree as follows:

SECTION I: The Subcontractor agrees to furnish all labor and material and perform such work as described in **SECTION IV** hereof for the **Carter County, IM 64-7 (44) 149, FD52 022 0064 148-155,** project in accordance with the General Specifications and Special Provisions of the Contract between the **State of Kentucky,** hereinafter the "**State**" and the Contractor and in accordance with the drawings prepared by the Kentucky Department of Transportation Engineers, hereinafter the "**Engineers**", all of which General Specifications, Drawings, and Special Provisions, signed by the parties hereto or identified by the State, form a part of a contract between the Contractor and the State, hereinafter the "**General Contract**", and hereby become a part of this Agreement as fully as though incorporated herein.

SECTION II: The Subcontractor agrees to furnish the labor and materials and complete the several portions and the whole of the work as directed by the Contractor and so as not to delay the same, bearing in mind that there is a time limit and liquidated damage clause in the General Contract. In the event that liquidated damages are assessed against the Contractor and they result in whole or in part from actions or inactions of the Subcontractor, the Subcontractor shall pay an amount of the liquidated damages, which is proportional to the delays caused by him. The sequence of the Subcontractor's work, and the speed of the prosecution of his work, will be as directed by the Contractor's Job Superintendent. The Contractor shall not be liable to the Subcontractor for any damage, loss or expense suffered by the Subcontractor which is occasioned and caused by the acts of any person or entity other than Contractor, including but not limited to any other subcontractor or any third parties.

SECTION III: The Contractor shall pay to the Subcontractor, for full consideration for the work and the furnishing of all labor and material in connection therewith, an amount equal to the unit price of the particular work done, shown and listed in Section IV below, multiplied by the quantity of such work which the State required to be done and which are done by the Subcontractor, and to be paid as follows: On or about five (5) days after receipt by the Contractor of the payment from the State under the General Contract for the work embraced herein, and subject to any retainage as provided in the General Contract, the Contractor shall pay to the Subcontractor 100 percent of the work, as said value is established by the unit prices in Section IV, as has been completed to the satisfaction of the State by the Subcontractor up to the date of the last application for payment, less all prior payments. The retainage attributable to the work performed by the Subcontractor will be paid by the Contractor to the Subcontractor within five (5) days after payment of the retainage to the Contractor by the State.

SECTION IV: The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor and the unit prices to be paid by the Contractor to the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

FROM: MOUNTAIN ENTERPRISES, INC.
TO: MENIFEE MILLING COMPANY, INC.
COUNTY: CARTER
PROJECT: IM 64-7 (44) 149, FD52 022 0064 148-155

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL</u>
11	PERFORATED PIPE - 4 INCH	95,574	L.F.	5.10	487,427.40
12	PERFORATED PIPE - 6 INCH	22,240	L.F.	6.10	135,664.00
13	NON-PERFORATED PIPE - 4 INCH	4,325.50	L.F.	8.15	35,252.82
14	NON-PERFORATED PIPE - 6 INCH	824	L.F.	10.25	8,446.00
15	PERFORATED PIPE HEADWALL TYPE 1 - 4 INCH	56	EACH	475.00	26,600.00
16	PERFORATED PIPE HEADWALL TYPE 1 - 6 INCH	12	EACH	475.00	5,700.00
17	PERFORATED PIPE HEADWALL TYPE 3 - 4 INCH	14	EACH	475.00	6,650.00
18	PERFORATED PIPE HEADWALL TYPE 3 - 6 INCH	2	EACH	475.00	950.00
19	PERFORATED PIPE HEADWALL TYPE 4 - 4 INCH	94	EACH	475.00	44,650.00
63	INSPECT AND CERTIFY EDGE DRAIN SYSTEM	1	L.S.	25,000.00	25,000.00
93	CRUSHED AGGREGATE SIZE NO. 2	178	TON	75.00	13,350.00
112	ROADWAY EXCAVATION	6,900	C.Y.	17.83	123,027.00

FROM: MOUNTAIN ENTERPRISES, INC.
TO: MENIFEE MILLING COMPANY, INC.
COUNTY: CARTER
PROJECT: IM 64-7 (44) 149, FD52 022 0064 148-155

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL</u>
128	PERFORATED PIPE - 4 INCH	500	L.F.	6.30	3,150.00
129	NON-PERFORATED PIPE - 4 INCH	24	L.F.	12.30	295.20
131	PERFORATED PIPE HEADWALL TYPE 2 - 4 INCH	2	EACH	500.00	1,000.00
144	MOBILIZATION	1	L.S.	10,000.00	10,000.00

TOTAL SUBCONTRACT AMOUNT: \$ 927,162.42 ✓

1) ITEM #144 IS A PARTIAL ITEM.

SECTION V: The Contractor and Subcontractor agree to be bound by the terms of this Agreement, the General and Special Provisions, Drawings, and Specifications as far as applicable to this subcontract, and also by the following provisions:

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the General Contract between the State and Contractor, and the General and Special Provisions, Drawings, and Specifications, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the State insofar as concerns the subject matter of this agreement.

(b) The Contractor agrees to be bound to the Subcontractor by all the obligations that the State assumes to the Contractor under the Agreement, General and Special Provisions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the State insofar as concerns the subject matter of this Agreement.

SECTION VI: The Subcontractor expressly agrees to make and file promptly all requisite reports with Federal, State, County, and Municipal Authorities, and pay, when due, and accepts exclusive liability for, any tax assessment, premium or contribution relative to or for old age insurance, unemployment insurance, social security or income withholding levied by any Federal, State, County or Municipal Government on the salaries or wages of all persons employed by the Subcontractor, or by any subcontractor, direct or remote, under him; and this obligation shall require the Subcontractor to pay or have paid any sum or sums levied by any Federal, State, County or Municipal Authority because of use or employment of labor on the work embraced in this Agreement either by the Subcontractor, or by any direct or remote subcontractor under him whether the assessment or levy be made against the Contractor or against the Subcontractor, and from the payment of all of which the Subcontractor agrees to indemnify and hold the Contractor harmless therefrom. Subcontractor agrees

to pay all Federal, State, County, Municipal and State Sales and Use or Excise Taxes and other taxes as may be required by reason of work done and material furnished under this Agreement, and shall indemnify and hold the Contractor harmless therefrom. Subcontractor further agrees that the cost of all such Sales and Use or Excise Taxes and other taxes have been included in the prices set forth in this Agreement.

SECTION VII: The Subcontractor assumes all risk against injury, loss or damage to labor and/or materials furnished by him until final acceptance by the State for all work embraced in this Agreement, and to that end shall carry such insurance as he may deem necessary. Further, the Subcontractor shall continuously maintain adequate protection of all his work from damage until final acceptance and payment, including but not limited to property damage insurance in such deductibles and limits as shall enable the Subcontractor to repair any such damage, and shall protect the State's property, the Contractor's property, and any other property of any subcontractor or third party from injury arising in connection with this Agreement, and shall make good any such damage or injury.

Without in any manner, limiting the foregoing, Public Liability, Personal Injury and Property Damage Insurance, and Workman's Compensation Insurance shall be maintained by the Subcontractor in adequate amounts if not specified by the General Contract and its companies acceptable to the Contractor until the work is finally accepted by the State. Upon Execution of this Agreement, the Subcontractor shall deliver to the Contractor certificate(s) from Subcontractor's insurers certifying policy number, expiration dates, limits, etc., which certificate(s) shall provide that the policies represented thereon shall neither be canceled, altered or changed until ten (10) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation, alteration or change.

The Contractor is hereby authorized, but shall not be obligated, to deduct any and all amounts

payable to or for the Subcontractor by the Contractor under Section III to pay the Subcontractor's payrolls, material bills, and/or equipment bill which the Subcontractor has failed to pay and which the Contractor reasonably believes the failure to pay may cause a delay in the work or the assessment of liquidated damages under the General Contract. Without in any manner limiting the Contractor's remedies for breach of this Agreement by the Subcontractor, including the recovery for any loss or additional cost or expense incurred by the Contractor, upon the determination by the Contractor that a delay in the work or the assessment of liquidated damages under the General Contract may occur by reason of the actions or failure to act of the Subcontractor, the Contractor may, but shall not be obligated to, elect to cancel this Agreement and (i) relet the balance of the work to a third party, or (ii) complete and perform the work itself.

SECTION VIII: The Subcontractor shall indemnify and save harmless the Contractor from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Subcontractor, his agent or employees, in the execution of the work or in consequence or any negligence or carelessness in guarding the same.

SECTION IX: The provisions of this Agreement shall not be binding upon the Contractor unless and until the State has issued a Work Order to the Contractor, under the terms of the present General Contract, above mentioned, between the Contractor and State, prior to which time it is agreed that this Agreement shall constitute an irrevocable offer by the Subcontractor to the Contractor.

SECTION X: This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of the

Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver or any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

SECTION XI: The Subcontractor agrees that it will not sublet any portion of the above work without the written approval of the Contractor; and further, that on any portion of the above work which is sublet, it will enter into a written subcontract with the person to perform such work in a form satisfactory to the Contractor.

The Subcontractor, not more than once each month or as many required by the Contractor shall keep the Contractor informed as to the status of payment of his labor, materials and equipment bills incurred on this project.

SECTION XII: The Subcontractor agrees to comply fully with the Fair Labor Standards Act of 1983, the Civil Rights Act of 1964, all applicable Executive Orders and all amendments thereto. The Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, to comply fully with all provisions of law, rules, regulations and orders regarding employment, to furnish all required information and to file all necessary reports in connection therewith.

SECTION XIII: The Subcontractor hereby agrees he shall comply fully with the Occupational Safety and Health Administration (OSHA) requirements for Hazard Communication Standard, OSHA 1926.59 and all Revision, Amendments, and/or Updates pertaining thereto and holds the Contractor harmless in accordance with SECTION VIII of this agreement.

Further, by signing this agreement, the Subcontractor certifies that he is in compliance with the Hazard

Communication Standards and that he shall take all necessary steps to remain in compliance for the duration of this agreement.

SECTION XIV: The Subcontractor **will not be** required to furnish the Contractor a Performance Bond and Payment Bond in the amount of his subcontract and further **will not be required to accept a deduction** from all monies earned hereunder his pro-rata share of the Kentucky Association of Highway Contractor dues.

SECTION XV: The Subcontractor will be responsible for the his Safety and Quality Control Programs as it pertains to the work be performed on the project.

SECTION XVI: All notices, requests, demands, and other communications required or permitted to be given or made under this Agreement, or any other agreement executed in connection therewith, shall be in writing and shall be deemed to have been given on the date of delivery personally or of deposit in the United States mail, return receipt requested, to the appropriate party or parties at the following addresses or at such other address as shall be hereafter designated by any party to the other parties by notice given in accordance with this section:

**TO CONTRACTOR: MOUNTAIN ENTERPRISES, INC.
POST OFFICE BOX 13070
LEXINGTON, KENTUCKY, 40583**

**TO SUBCONTRACTOR: MENIFEE MILLING COMPANY, INC.
101 CODY LANE
CLAY CITY, KENTUCKY 40312**

SECTION XVII: This Agreement is executed and delivered in, and shall be governed by, the laws of, **COMMONWEALTH OF KENTUCKY.**

The said parties for themselves, their heirs, representatives, successors, and assigns, do hereby agree to the full performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in counterparts, each of which shall, without proof or accounting for the missing counterparts, be deemed an original Agreement.

Angelo S. Gazzera, Jr.
WITNESS

BY: Richard L. Cayce
MOUNTAIN ENTERPRISES, INC.

Angelo S. Gazzera, Jr.
WITNESS

BY: Emmett R. Menifee / Pres
MENIFEE MILLING COMPANY,

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

Reviewed & approved:
Approved by
4/9/03
ash

TC 63-35DBE
Rev. 06/11/02

PROJECT CODE NO : 03-0124

DBE Firm/Subcontract # : 2

TO : Rick Stansel

Executive Director Division of Contract Procurement

FROM : Mountain Enterprises, Inc.

Prime Contractor

SUBJECT : Carter

County

IM 64-7 (44) 149, FD52 022 0064 148-155

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

Jones and Bourland, Inc.

of Prestonsburg, Kentucky

DBE Employer Identification Numbers:

Federal 61-1145855 KY 15409

The amount to be subcontracted by this request is
(original contract) or a subcontract amount of

DBE \$199,904.00 or 1.24% Contract \$221,837.60 or 1.38% of the
\$ 16,090,410.41 \$16,090,410.41

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm	DBE Amount	DBE %
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Contract "Worth"

Amount	Contract %
<u>927,162.43</u>	<u>5.76%</u>

Totals based on original contract Amounts

1,127,066.43

7.00%

\$1,149,000.03

7.14%

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The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage: Policy Number CLP3160823B

with

Bituminous Insurance Companies

which expires on

March 15, 2004

Name of Insurance Company

Date

Richard L. Craycraft, V.P.
Prime Contractor's Signature

Richard L. Craycraft, Vice President

April 9, 2003

Date

Recommended by Office of Minority Affairs Signature

Date Recommended by Office of Minority Affairs

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION
DBE Detailed Plan/SUBCONTRACT REQUEST

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Page 3 of 3

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DBE Firm **Jones and Bourland, Inc.**

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A010	20	Removing Pipe	L. F.	60	24.00	1,440.00	60 ✓	18.00 ✓	1,080.00 ✓
A013	23	Flowable Fill	C. Y.	1.20	250.00	300.00	1 ✓	500.00 ✓	600.00 ✓
A059	69	Reconstruct Existing Inlet	Each	14	2,200.00	30,800.00	14 ✓	1,800.00 ✓	25,200.00 ✓
A069	79	Island Curb and Gutter	L. F.	270	25.50	6,885.00	270 ✓	25.00 ✓	6,750.00 ✓
A085	95	Culvert Pipe - 15 Inch	L. F.	836	29.50	24,662.00	836 ✓	40.00 ✓	33,440.00 ✓
A086	96	Culvert Pipe - 18 Inch	L. F.	684	61.00	41,724.00	684 ✓	42.00 ✓	28,728.00 ✓
A087	97	Culvert Pipe - 24 Inch	L. F.	12	150.00	1,800.00	12 ✓	60.00 ✓	720.00 ✓
A088	98	Culvert Pipe - 30 Inch	L. F.	16	175.00	2,800.00	16 ✓	64.00 ✓	1,024.00 ✓
A089	99	Culvert Pipe - 36 Inch	L. F.	4	200.00	800.00	4 ✓	70.00 ✓	280.00 ✓
A090	100	Sloped Box Outlet Type 1 - 15 Inch	Each	2	1,550.00	3,100.00	2 ✓	1,500.00 ✓	3,000.00 ✓
A091	101	Sloped Box Outlet Type 1 - 24 Inch	Each	1	2,000.00	2,000.00	1 ✓	1,500.00 ✓	1,500.00 ✓
A092	102	S & F Inlet - Outlet - 18 Inch	Each	3	2,360.00	7,080.00	3 ✓	2,000.00 ✓	6,000.00 ✓
A093	103	S & F Inlet - Outlet - 24 Inch	Each	2	2,550.00	5,100.00	2 ✓	2,200.00 ✓	4,400.00 ✓
A094	104	S & F Inlet - Outlet - 36 Inch	Each	1	5,660.00	5,660.00	1 ✓	2,800.00 ✓	2,800.00 ✓
A095	105	Curb Box Inlet Type B	Each	6	3,300.00	19,800.00	6 ✓	4,400.00 ✓	26,400.00 ✓
A096	106	Drop Box Inlet Type 1	Each	9	3,030.00	27,270.00	9 ✓	2,500.00 ✓	22,500.00 ✓
A097	107	Drop Box Inlet Type 1 - Modified	Each	2	3,360.00	6,720.00	2 ✓	2,000.00 ✓	4,000.00 ✓
A098	108	Junction Box - 15 Inch	Each	3	1,530.00	4,590.00	3 ✓	1,600.00 ✓	4,800.00 ✓
A099	109	Junction Box - 18 Inch	Each	1	1,640.00	1,640.00	1 ✓	1,600.00 ✓	1,600.00 ✓
A100	110	Concrete - Class A	C. Y.	14	650.00	9,100.00	14 ✓	600.00 ✓	8,400.00 ✓
A101	111	Steel Reinforcement	Lb.	282	1.30	366.60	282 ✓	1.00 ✓	282.00 ✓
K016	127	Culvert Pipe - 15 Inch	L. F.	300	45.00	13,500.00	300 ✓	40.00 ✓	12,000.00 ✓
K019	130	Metal End Section Type 2 - 15 Inch	Each	1	1,500.00	1,500.00	1 ✓	1,200.00 ✓	1,200.00 ✓
O001	144	Mobilization	L.S.	1	3,200.00	3,200.00	1 ✓	3,200.00 ✓	3,200.00 ✓

Comments:

** partial*

Page Total **\$221,837.60**

\$199,904.00

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION**

SUBCONTRACTOR'S CERTIFICATION RECEIPT OF BID PROPOSAL

I hereby certify that Jones and Bourland, Inc. of Prestonsburg, Kentucky,
(Subcontracting Company) (City, State)

has a copy of the bid proposal in the Bid Letting: March 28, 2003.

for PCN: 03-0124 Carter IM 64-7 (44) 149, FD52 022 0064 148-155
(Project Code No.) (County) (Project Number)

and will abide by the conditions set forth in said Bid Proposal.

Willis A. Jones 04/3/03 Jones and Bourland, Inc.
(Representative) (Date) (Subcontracting Company)

Hereby recognized as an official representative of this Company, with full authority
to sign, I understand and am fully aware of the conditions set forth and herein by this
statement.

DATE (MM/DD/YY)
04/03/2003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	BITUMINOUS INS COS
INSURER B:	AIG
INSURER C:	KY AGC/ AGC SIF
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Carter County Job: TCN 03-0124

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

Wilma Owens

MOUNTAIN ENTERPRISES, INC.

AGREEMENT

THIS AGREEMENT made this the 3RD day of April, 2003 by and between **JONES AND BOURLAND, INC.** of Prestonsburg, Kentucky hereinafter called the Subcontractor, and **MOUNTAIN ENTERPRISES, INC.** of Lexington, Kentucky hereinafter called the Contractor.

WITNESSETH: That the Subcontractor and the Contractor for the consideration hereafter named, agree as follows:

SECTION I: The Subcontractor agrees to furnish all labor and material and perform such work as described in SECTION IV hereof for the **Carter County, IM 64-7 (44) 149, FD52 022 0064 148-155** project in accordance with the General Specifications and Special Provisions of the Contract between the **State of Kentucky**, hereinafter the "**State**" and the Contractor and in accordance with the drawings prepared by the Kentucky Department of Transportation Engineers, hereinafter the "Engineers", all of which General Specifications, Drawings, and Special Provisions, signed by the parties hereto or identified by the State, form a part of a contract between the Contractor and the State, hereinafter the "**General Contract**", and hereby become a part of this Agreement as fully as though incorporated herein.

SECTION II: The Subcontractor agrees to furnish the labor and materials and complete the several portions and the whole of the work as directed by the Contractor and so as not to delay the same, bearing in mind that there is a time limit and liquidated damage clause in the General Contract. In the event that liquidated damages are assessed against the Contractor and they result in whole or in part from actions or inactions of the Subcontractor, the Subcontractor shall pay an amount of the liquidated damages, which is proportional to the delays caused by him. The sequence of the Subcontractor's work, and the speed of the prosecution of his work, will be as directed by the Contractor's Job Superintendent. The Contractor shall not be liable to the Subcontractor for any damage, loss or expense suffered by the Subcontractor which is occasioned and caused by the acts of any person or entity other than Contractor, including but not limited to any other subcontractor or any third parties.

SECTION III: The Contractor shall pay to the Subcontractor, for full consideration for the work and the furnishing of all labor and material in connection therewith, an amount equal to the unit price of the particular work done, shown and listed in Section IV below, multiplied by the quantity of such work which the State required to be done and which are done by the Subcontractor, and to be paid as follows: On or about five (5) days after receipt by the Contractor of the payment from the State under the General Contract for the work embraced herein, and subject to any retainage as provided in the General Contract, the Contractor shall pay to the Subcontractor 100 percent of the work, as said value is established by the unit prices in Section IV, as has been completed to the satisfaction of the State by the Subcontractor up to the date of the last application for payment, less all prior payments. The retainage attributable to the work performed by the Subcontractor will be paid by the Contractor to the Subcontractor within five (5) days after payment of the retainage to the Contractor by the State.

SECTION IV: The Subcontractor and the Contractor agree that the materials to be furnished and work to be done by the Subcontractor and the unit prices to be paid by the Contractor to the Subcontractor for the furnishing of said materials and the performance of said work are as follows:

FROM: MOUNTAIN ENTERPRISES, INC.
TO: JONES AND BOURLAND, INC.
COUNTY: CARTER
PROJECT: IM 64-7 (44) 149, FD52 022 0064 148-155

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL</u>
20	REMOVING PIPE	60	L.F.	18.00	1,080.00
23	FLOWABLE FILL	1.20	C.Y.	500.00	600.00
69	RECONSTRUCT EXISTING INLET	14	EACH	1,800.00	25,200.00
79	ISLAND CURB AND GUTTER	270	L.F.	25.00	6,750.00
95	CULVERT PIPE - 15 INCH	836	L.F.	40.00	33,440.00
96	CULVERT PIPE - 18 INCH	684	L.F.	42.00	28,728.00
97	CULVERT PIPE - 24 INCH	12	L.F.	60.00	720.00
98	CULVERT PIPE - 30 INCH	16	L.F.	64.00	1,024.00
99	CULVERT PIPE - 36 INCH	4	L.F.	70.00	280.00
100	SLOPED BOX OUTLET TYPE 1 - 15 INCH	2	EACH	1,500.00	3,000.00
101	SLOPED BOX OUTLET TYPE 1 - 24 INCH	1	EACH	1,500.00	1,500.00
102	S & F BOX INLET - OUTLET - 18 INCH	3	EACH	2,000.00	6,000.00
103	S & F BOX INLET - OUTLET - 24 INCH	2	EACH	2,200.00	4,400.00
104	S & F BOX INLET - OUTLET - 36 INCH	1	EACH	2,800.00	2,800.00

FROM: MOUNTAIN ENTERPRISES, INC.
TO: JONES AND BOURLAND, INC.
COUNTY: CARTER
PROJECT: IM 64-7 (44) 149, FD52 022 0064 148-155

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL</u>
105	CURB BOX INLET TYPE B	6	EACH	4,400.00	26,400.00
106	DROP BOX INLET TYPE 1	9	EACH	2,500.00	22,500.00
107	DROP BOX INLET TYPE 1 - MODIFIED	2	EACH	2,000.00	4,000.00
108	JUNCTION BOX - 15 INCH	3	EACH	1,600.00	4,800.00
109	JUNCTION BOX - 18 INCH	1	EACH	1,600.00	1,600.00
110	CONCRETE - CLASS A	14	C.Y.	600.00	8,400.00
111	STEEL REINFORCEMENT	282	LB.	1.00	282.00
127	CULVERT PIPE - 15 INCH	300	L.F.	40.00	12,000.00
130	METAL END SECTION TYPE 2 - 15 INCH	1	EACH	1,200.00	1,200.00
144	MOBILIZATION	1	L.S.	3,200.00	3,200.00

TOTAL SUBCONTRACT AMOUNT: \$ 199,904.00

NOTES:

1) ITEM #144 IS A PARTIAL ITEM.

SECTION V: The Contractor and Subcontractor agree to be bound by the terms of this Agreement, the General and Special Provisions, Drawings, and Specifications as far as applicable to this subcontract, and also by the following provisions:

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the General Contract between the State and Contractor, and the General and Special Provisions, Drawings, and Specifications, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes toward the State insofar as concerns the subject matter of this agreement.

(b) The Contractor agrees to be bound to the Subcontractor by all the obligations that the State assumes to the Contractor under the Agreement, General and Special Provisions, Drawings, and Specifications, and by all the provisions thereof affording remedies and redress to the Contractor from the State insofar as concerns the subject matter of this Agreement.

SECTION VI: The Subcontractor expressly agrees to make and file promptly all requisite reports with Federal, State, County, and Municipal Authorities, and pay, when due, and accepts exclusive liability for, any tax assessment, premium or contribution relative to or for old age insurance, unemployment insurance, social security or income withholding levied by any Federal, State, County or Municipal Government on the salaries or wages of all persons employed by the Subcontractor, or by any subcontractor, direct or remote, under him; and this obligation shall require the Subcontractor to pay or have paid any sum or sums levied by any Federal, State, County or Municipal Authority because of use or employment of labor on the work embraced in this Agreement either by the Subcontractor, or by any direct or remote subcontractor under him whether the assessment or levy be made against the Contractor or against the Subcontractor, and from the payment of all of which the Subcontractor agrees to indemnify and hold the Contractor harmless therefrom. Subcontractor agrees to pay all Federal, State, County, Municipal and State Sales and Use or Excise Taxes and other taxes

as may be required by reason of work done and material furnished under this Agreement, and shall indemnify and hold the Contractor harmless therefrom. Subcontractor further agrees that the cost of all such Sales and Use or Excise Taxes and other taxes have been included in the prices set forth in this Agreement.

SECTION VII: The Subcontractor assumes all risk against injury, loss or damage to labor and/or materials furnished by him until final acceptance by the **State** for all work embraced in this Agreement, and to that end shall carry such insurance as he may deem necessary. Further, the Subcontractor shall continuously maintain adequate protection of all his work from damage until final acceptance and payment, including but not limited to property damage insurance in such deductibles and limits as shall enable the Subcontractor to repair any such damage, and shall protect the State's property, the Contractor's property, and any other property of any subcontractor or third party from injury arising in connection with this Agreement, and shall make good any such damage or injury.

Without in any manner, limiting the foregoing, Public Liability, Personal Injury and Property Damage Insurance, and Workman's Compensation Insurance shall be maintained by the Subcontractor in adequate amounts if not specified by the General Contract and its companies acceptable to the Contractor until the work is finally accepted by the State. Upon Execution of this Agreement, the Subcontractor shall deliver to the Contractor certificate(s) from Subcontractor's insurers certifying policy number, expiration dates, limits, etc., which certificate(s) shall provide that the policies represented thereon shall neither be canceled, altered or changed until ten (10) days after actual receipt by the Contractor of written notice from the insurer of its intention to make such cancellation, alteration or change.

The Contractor is hereby authorized, but shall not be obligated, to deduct any and all amounts payable to or for the Subcontractor by the Contractor under Section III to pay the Subcontractor's

payrolls, material bills, and/or equipment bill which the Subcontractor has failed to pay and which the Contractor reasonably believes the failure to pay may cause a delay in the work or the assessment of liquidated damages under the General Contract. Without in any manner limiting the Contractor's remedies for breach of this Agreement by the Subcontractor, including the recovery for any loss or additional cost or expense incurred by the Contractor, upon the determination by the Contractor that a delay in the work or the assessment of liquidated damages under the General Contract may occur by reason of the actions or failure to act of the Subcontractor, the Contractor may, but shall not be obligated to, elect to cancel this Agreement and (i) relet the balance of the work to a third party, or (ii) complete and perform the work itself.

SECTION VIII: The Subcontractor shall indemnify and save harmless the Contractor from and against all losses, claims, demands, payments, suits, actions, recoveries and judgements of every nature and description brought or recoverable against it or them by reason of any act or omission of the Subcontractor, his agent or employees, in the execution of the work or in consequence or any negligence or carelessness in guarding the same.

SECTION IX: The provisions of this Agreement shall not be binding upon the Contractor unless and until the State has issued a Work Order to the Contractor, under the terms of the present General Contract, above mentioned, between the Contractor and State, prior to which time it is agreed that this Agreement shall constitute an irrevocable offer by the Subcontractor to the Contractor.

SECTION X: This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of the

Agreement shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement will be deemed, or will constitute, a waiver or any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

SECTION XI: The Subcontractor agrees that it will not sublet any portion of the above work without the written approval of the Contractor; and further, that on any portion of the above work which is sublet, it will enter into a written subcontract with the person to perform such work in a form satisfactory to the Contractor.

The Subcontractor, not more than once each month or as many required by the Contractor shall keep the Contractor informed as to the status of payment of his labor, materials and equipment bills incurred on this project.

SECTION XII: The Subcontractor agrees to comply fully with the Fair Labor Standards Act of 1983, the Civil Rights Act of 1964, all applicable Executive Orders and all amendments thereto. The Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, to comply fully with all provisions of law, rules, regulations and orders regarding employment, to furnish all required information and to file all necessary reports in connection therewith.

SECTION XIII: The Subcontractor hereby agrees he shall comply fully with the Occupational Safety and Health Administration (OSHA) requirements for Hazard Communication Standard, OSHA 1926.59 and all Revision, Amendments, and/or Updates pertaining thereto and holds the Contractor harmless in accordance with SECTION VIII of this agreement.

Further, by signing this agreement, the Subcontractor certifies that he is in compliance with the Hazard

Communication Standards and that he shall take all necessary steps to remain in compliance for the duration of this agreement.

SECTION XIV: The Subcontractor **will not be** required to furnish the Contractor a Performance Bond and Payment Bond in the amount of his subcontract and further **will not be required to accept a deduction** from all monies earned hereunder his pro-rata share of the Kentucky Association of Highway Contractor dues.

SECTION XV: The Subcontractor will be responsible for the his Safety and Quality Control Programs as it pertains to the work be performed on the project.

SECTION XVI: All notices, requests, demands, and other communications required or permitted to be given or made under this Agreement, or any other agreement executed in connection therewith, shall be in writing and shall be deemed to have been given on the date of delivery personally or of deposit in the United States mail, return receipt requested, to the appropriate party or parties at the following addresses or at such other address as shall be hereafter designated by any party to the other parties by notice given in accordance with this section:

**TO CONTRACTOR: MOUNTAIN ENTERPRISES, INC.
POST OFFICE BOX 13070
LEXINGTON, KENTUCKY, 40583**

**TO SUBCONTRACTOR: JONES AND BOURLAND, INC.
P. O. BOX 953
PRESTONSBURG, KENTUCKY 41653-0953**

SECTION XVII: This Agreement is executed and delivered in, and shall be governed by, enforced and interpreted in accordance with the laws of, **COMMONWEALTH OF KENTUCKY.**

The said parties for themselves, their heirs, representatives, successors, and assigns, do hereby agree to the full performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement.

Angelo S. Maynard, Jr.
WITNESS

BY: Richard L. Craycraft
MOUNTAIN ENTERPRISES, INC.

Limmie L. Butler
WITNESS

BY: William H. Jones Pres.
JONES AND BOURLAND, INC.

Project: CARTER COUNTY, IM 64-7 (44) 149, FD52 022 0064 148-155:

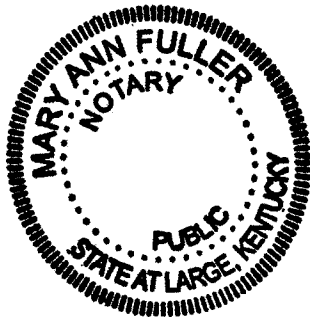
PRIME CONTRACTOR:

I, Mary Ann Fuller, a Notary Public, hereby certify that the foregoing contract
signed and acknowledged by Richard L. Craycraft of
Mountain Enterprises, Inc. to be his act and contract for the purposed therein set forth.

State of Kentucky

County of Fayette

Witness my hand and notary seal of office this 7th. day of April, 2003.



Mary Ann Fuller

Mary Ann Fuller
Notary Public

State at Large

My Commission Expires February 14, 2007

SUBCONTRACTOR:

I, Tammie L. Butcher, a Notary Public, hereby certify that the foregoing contract
signed and acknowledged by Willis G. Jones of
Jones & Bowland, Inc. to be his act and contract for the purposed therein set forth.

State of Kentucky

County of Floyd

Witness my hand and notary seal of office this 3rd day of April, 2003.

Tammie L. Butcher

Notary Public

State at Large

My Commission Expires 4-26-05



Commonwealth of Kentucky
Transportation Cabinet
Frankfort, Kentucky 40622

James C. Codell, III
Secretary of Transportation

Paul E. Patton
Governor

Clifford C. Linkes, P.E.
Deputy Secretary

MEMO

Date: April 15, 2003

To: Bob Lewis
Division of Construction

From: Rick Stansel *RS/aeh*
Division of Contract Procurement

Re: Carter County - PCN 030124
IM 64-7 (44) 149
Mountain Enterprises, Inc.

Accompanying this memo is your copy of the Detailed Plan/Subcontract Requests, SubContract Agreements and Certificates of Insurance for this project. The established goal for this project was 7%. Contract Procurement has reviewed and approved 7%. A work order was issued April 9, 2003.

CC: Dexter Newman
Anna Patterson



KENTUCKY TRANSPORTATION CABINET
"PROVIDE A SAFE, EFFICIENT, ENVIRONMENTALLY SOUND, AND FISCALLY RESPONSIBLE TRANSPORTATION SYSTEM
WHICH PROMOTES ECONOMIC GROWTH AND ENHANCES THE QUALITY OF LIFE IN KENTUCKY."
"AN EQUAL OPPORTUNITY EMPLOYER M/F/D"